

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF TEXAS  
CORPUS CHRISTI DIVISION

**BOLLINGER AMELIA REPAIR, L.L.C.** \* CIVIL ACTION NO.

\*

\*

**versus** \* JUDGE

\*

**BOUCHARD TRANSPORTATION CO.,** \*  
**INC., *in personam*, BARGE B NO. 240, *in rem*,** \*  
**B NO. 240 CORP., *in personam*** \* \* \* \* \* MAGISTRATE

\* \* \* \* \*

**VERIFIED COMPLAINT**

**NOW INTO COURT**, through undersigned counsel, comes Plaintiff, Bollinger Amelia Repair, L.L.C. (“Bollinger”), who files this Verified Complaint against Defendants, Bouchard Transportation Co., Inc. (“Bouchard”), *in personam*, Barge B NO. 240 (“Barge 240”), *in rem*, and B NO. 240 Corp. (B 240 Corp.), *in personam* (collectively, “Defendants”). Bollinger seeks a warrant of maritime arrest pursuant to Rule C of the Supplemental Rules for Certain Admiralty and Maritime claims, as well as damages for amounts owed for breach of contract, and in support thereof respectfully aver as follows:

**JURISDICTION**

1. This is an admiralty and maritime claim for vessel repair services that falls within this Honorable Court’s jurisdiction pursuant to 28 U.S.C. § 1333, Supplemental Rule C for Certain Admiralty and Maritime Claims, Federal Rule of Civil Procedure 9(h), and the supplemental jurisdiction of this Court.

**PARTIES**

2. Bollinger Amelia Repair, L.L.C. is a Louisiana limited liability company with its domicile address in Lockport, Louisiana.

3. Bouchard Transportation Co., Inc. is a New York corporation with a mailing address of 58 S. Service Rd. #150, Melville, New York 11747, and is doing business in the State of Texas. Bouchard operates vessels that call on ports on the Gulf Coast and within the jurisdiction of this Court.

4. The Barge B NO. 240 is an offshore oil barge bearing official number 998038.

5. Upon information and belief, Barge B NO. 240 is owned by B NO. 240 Corp., a New York corporation with a mailing address of 58 S. Service Rd. #150, Melville, New York 11747, and is operated by Bouchard Transportation Co., Inc.

6. On information and belief, the Barge B NO. 240 is now or will be within the Southern District of Texas, and in the jurisdiction of this Honorable Court.

**FACTS**

7. On or about October 2, 2018 and subsequent thereto, Bollinger Amelia Repair, L.L.C. provided labor, material, and equipment to repair the Barge B NO. 240, which constituted necessaries to the vessel pursuant to the Commercial Instruments and Maritime Liens Act, 46 U.S.C. 31301 *et seq.*

8. On October 5, 2018, Bollinger issued to Bouchard the following invoices for necessaries supplied to Barge B NO. 240:

(i) Invoice 261810002 in the amount of \$732,912, of which Bouchard paid \$366,456;

- (ii) Invoice 261810005 in the amount of \$235,814.72, of which Bouchard paid \$117,907;
- (iii) Invoice 261810006 in the amount of \$279,039.09, which Bouchard has failed to pay;
- (iv) Invoice 261810012 in the amount of \$217,100, of which Bouchard has paid \$108,500.00; and,
- (v) Invoice 261810013 in the amount of \$622,750, of which Bouchard has paid \$375,000.

9. The total of the remaining unpaid invoices by Bouchard is \$1,119,752.81. Copies of the aforesaid invoices are attached as **Exhibit A, in globo**.

10. These invoices provide for interest at the rate of one percent per month, 12% annually, after 30 days.

11. Bouchard, B 240 Corp., and Barge B NO. 240, *in rem*, are liable *in solido* to Bollinger for the unpaid balance for necessities supplied to Barge B NO. 240, consisting of labor, material, and equipment to repair the Barge B NO. 240, plus interest.

#### **RULE C ARREST**

12. Bollinger repeats and re-alleges each and every allegation in paragraphs 1 through 11 and incorporates those allegations herein.

13. Defendants' failure to pay in full the amounts owed to Bollinger for the necessities supplied to the Barge B NO. 240 on orders of persons authorized to procure necessities on behalf of the Barge B NO. 240 gives rise to maritime liens under the Commercial Instruments and Maritime Liens Act, 46 U.S.C. § 31301 *et seq.*, in favor of Bollinger in the following amounts:

- Invoice 261810002: \$366,456
- Invoice 261810005: \$117,907.72
- Invoice 261810006: \$279,039.09
- Invoice 261810012: \$108,600
- Invoice 261810013: \$247,750

**TOTAL: \$1,119,752.81**

14. Therefore, the claims of Bollinger for the supply of necessaries to Barge B NO. 240 total \$1,119,752.81, plus interest at the rate of one percent per month, 12% annually, after 30 days. Bollinger respectfully requests that this Honorable Court enter judgment in this amount.

15. It is common in Rule C arrest cases for security (for the applicable costs, fees, interest, etc.) to be set at one and a half times the fairly stated claim and, therefore, Bollinger seeks an Order of Arrest in the amount of \$1,679,629.22. *See* Supplemental Rule E(5) (permitting substitute security up to twice the amount of the plaintiff's fairly stated claim to cover interest, costs, fees, etc.).

16. Pursuant to local rules, Bollinger agrees to hold harmless and indemnify the U.S. Marshal and all of his or her deputies from any and all liability as a result of arresting Barge B NO. 240 as well as any other property of Defendants within the District.

**WHEREFORE**, the above premises considered, Plaintiff, Bollinger Amelia Repair, L.L.C., prays:

1. That this Verified Complaint be deemed good and sufficient;
2. Process according to the rules and practices of this Honorable Court in causes of admiralty and maritime jurisdiction, particularly Rule C of the Supplemental Rules for

Admiralty and Maritime Claims of the Federal Rules of Civil Procedure, may issue against Barge B NO. 240 and any appurtenances thereto, *in rem*;

3. After due proceedings, there be judgment rendered in favor of Bollinger Amelia Repair, L.L.C. and against Barge B NO. 240 *in rem* and against Bouchard Transportation Co., Inc. and B NO. 240 Corp. *in personam*, and that Barge B NO. 240 be condemned and sold to satisfy the judgment to be entered in favor of Bollinger Amelia Repair, L.L.C. in the full amount of its claims, together with interest, costs, and attorneys' fees, as set forth above; and,
4. That this Honorable Court issue a warrant of arrest of all property of Bouchard Transportation Co., Inc. and B NO. 240 Corp. aboard Barge B NO. 240.

Respectfully submitted,

**ADAMS AND REESE, LLP**

/s/ Matthew C. Guy  
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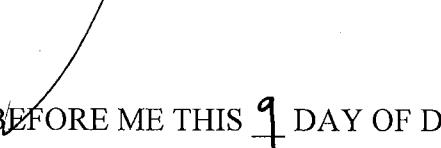
VERIFICATION

I, Matthew C. Guy, am an attorney at the law form of Adams and Reese LLP, counsel to plaintiff Bollinger Amelia Repair, L.L.C. I am authorized by Bollinger Amelia Repair, L.L.C. to make this Verification. The facts set forth in the Verified Complaint are true and correct based upon information provided to me as attorney for Bollinger Amelia Repair, L.L.C. The reason this Verification is made by the undersigned is that I am the attorney for Bollinger Amelia Repair, L.L.C., which does not have officers or directors within this District.

Pursuant to 28 U.S.C. § 1746, I solemnly declare under penalty of perjury that the foregoing is true and correct.

  
\_\_\_\_\_  
Matthew C. Guy  
Taylor E. Brett  
**Notary Public, ID No. 150474**  
**Parish of St. Tammany**  
**My Commission is for Life**

  
SWORN TO AND SUBSCRIBED

  
BEFORE ME THIS 9 DAY OF DECEMBER 2019